

Appendix E

**STATEMENT OF WORK
FOR GROUNDWATER, SURFACE WATER AND SEDIMENT OPERABLE
UNITS
REMEDIAL DESIGN AND REMEDIAL ACTION
AT BENNETT'S DUMP
BLOOMINGTON, INDIANA**

I. PURPOSE

The purpose of the Statement of Work ("SOW") is to set forth requirements for implementation of the Remedial Action selected by the U.S. Environmental Protection Agency ("U.S. EPA") to address polychlorinated biphenyl ("PCB") contamination in the groundwater, surface water, and sediments at Bennett's Dump (the "Site"). This Remedial Action was selected by U.S. EPA in the Bennett's Dump Record of Decision ("ROD") Amendment for Operable Units 2 and 3 ("BD RODA OU2/3"), which was signed by the Superfund Division Director of U.S. EPA Region V on September 26, 2006. In the BD RODA OU2/3, U.S. EPA decided that no further remedial action was required to the sediment. CBS Corporation shall perform the Work in the BD RODA OU2/3, this SOW, and in all plans and schedules reviewed and approved by U.S. EPA in accordance with this SOW after reasonable opportunity to review and comment by the other Governmental Parties -- all of which are part of the Amendment to the Consent Decree signed by CBS Corporation ("CBS"), and by the United States (including U.S. EPA), the State of Indiana (including the Indiana Department of Environmental Management ("IDEM")), the City of Bloomington (including City of Bloomington Utilities), and Monroe County (collectively, "the Parties"). For purposes of this SOW, the United States (including U.S. EPA), the State of Indiana (including the IDEM), the City of Bloomington (including City of Bloomington Utilities)("the City"), and Monroe County ("County") are referred to as the "Governmental Parties." In performing this Work, CBS shall refer to U.S. EPA guidance in preparing deliverables for designing and implementing the Remedial Action to address PCB contamination in groundwater and surface water.

II. DESCRIPTION OF THE REMEDIAL ACTION/PERFORMANCE STANDARDS

CBS shall design and implement the Remedial Action and Operation and Maintenance ("O&M") activities to meet the Performance Standards and specifications set forth in the BD RODA OU2/3, this SOW, and all plans developed by CBS and approved by U.S. EPA under this SOW. Performance Standards shall include cleanup standards, standards of control, quality criteria and other substantive requirements, criteria or limitations as described in the BD RODA OU2/3, this SOW, and in all plans developed by CBS and approved by U.S. EPA under this SOW. These shall include Applicable or Relevant and Appropriate Requirements ("ARARs") identified in the BD RODA OU2/3. Notwithstanding the designation of 327 IAC 2-1-6, Table 1 and IAC 5-2-11.1(h) as ARARs in the BD RODA OU2/3, the only limitation that will apply to the discharge of

pollutants from any water treatment plant operated pursuant to this SOW will be 0.3 parts per billion (“ppb”) for PCBs.

The Remedial Action selected by U.S. EPA in the BD RODA OU2/3 is intended to protect human health and the environment from risks posed by PCB contamination in groundwater and surface water at the Site. This contamination is being released into Stout’s Creek from Springs and Seeps located at the Bennett’s Dump Site. The Source Control Operable Unit, together with a sediment removal in Stout’s Creek, was completed in 2000 and addressed the principal threat waste through the excavation and offsite disposal of high concentrations of PCB waste, including the incineration of PCB oil-filled capacitors.

A. Definitions

Whenever the terms listed below are used in this SOW, or in plans, reports and schedules submitted pursuant to this SOW, the following definitions shall apply:

1. The term “Icebox Quarry” shall mean the abandoned limestone quarry in the northeast corner of the Site, as shown on Figure 1.
2. The term “Middle Spring” shall refer to the intermittent groundwater spring that emerges to surface water at the location shown on Figure 1.
3. The term “Mid-North Spring” or “Middle North Spring” shall refer to the intermittent groundwater spring that emerges to surface water at the location shown on Figure 1.
4. The term “Mound Spring” shall refer to the intermittent groundwater spring that emerges to surface water at the location shown on Figure 1.
5. The term “North Spring” shall refer to the intermittent groundwater spring that emerges to surface water at the location shown on Figure 1.
6. The term “Pit A Area” shall refer to the area marked on Figure 1 where groundwater collects at or very near ground surface.
7. The term “Rusty Down Spring” shall refer to the intermittent groundwater spring that emerges to surface water at the location shown on Figure 1.
8. The term “Seeps” shall refer to any location at or near the Site where PCB-contaminated groundwater is released into Stout’s Creek from a source other than the Springs.
9. The term “Site” shall refer to the area within the geographic boundaries shown on the map at Appendix A to the Amendment to the Consent Decree

10. The term “Springs” shall refer to Middle Spring, Mid-North Spring, Mound Spring, North Spring, and Rusty Down Spring.

11. The term “Stout’s Creek” shall refer to the surface water stream shown on Figure 1.

12. The term “Wedge Quarry Complex” shall mean the complex of five abandoned limestone quarries -- Wedge Quarry, Wedge South Quarry, Quarry A, Quarry B and Quarry C -- in the southeast corner of the Site, as shown on Figure 1.

B. Performance Standards

CBS shall meet the following performance standards with respect to the remedial components described in the BD RODA OU2/3:

Remedial Component	Performance Standard
Design, build, and operate a passive quarry drain system that will drain the Wedge Quarry Complex and Pit A Area to Stout’s Creek.	Water in the Wedge Quarry Complex shall be maintained at an elevation at or below 737 feet above mean sea level, unless the Parties mutually agree upon an alternative elevation, by connecting a passive drain to Stout’s Creek.
If required by U.S. EPA, CBS shall design, build, and operate a passive drain system to lower the water level in Icebox Quarry.	<p>1) Achieve and maintain water level elevation within Icebox Quarry as specified by U.S. EPA upon completion of the investigation described at Paragraph II.C.2 below.</p> <p>2) Discharges from Icebox Quarry shall not exceed a maximum daily concentration of 0.3 ppb PCBs. In the event that the water from Icebox Quarry is discharged into the passive drain system for the Wedge Quarry Complex and the Pit A Area, CBS shall monitor PCB concentration to determine compliance with the 0.3 ppb effluent limit prior to the water from Icebox Quarry mixing with clean water from the Pit A Area or the Wedge Quarry Complex.</p> <p>3) Comply with Shut-Off Criteria in Paragraph III.D.5.</p>

Remedial Component	Performance Standard
<p>If required by U.S. EPA, design, build, and operate a groundwater collection system and treatment plant to capture and treat groundwater prior to emergence at the Springs and Seeps.</p>	<p>1) Achieve and maintain Performance Standards determined by U.S. EPA for collection of Springs and Seeps. U.S. EPA shall make such a determination taking into account the final flow from the Springs and Seeps and the mass of PCBs released to surface water after implementation of the passive drain system(s) to lower the water elevation in the quarries.</p> <p>2) Effluent from treatment plant shall not exceed a maximum daily concentration of 0.3 ppb PCBs. Notwithstanding the designation of 327 IAC 2-1-6, Table 1 as an ARAR, only the discharge limit of 0.3 ppb for PCBs is designated as a Performance Standard.</p> <p>3) Comply with other substantive requirements identified by the State of Indiana under the National Pollutant Discharge Elimination System (“NPDES”) with respect to any discharges from the water treatment plant, subject to CBS’ right to dispute such substantive requirements before the Court as arbitrary and capricious or otherwise not in accordance with law, as specified in Section II.F.6, below</p> <p>4) Comply with Shut-Off Criteria in Paragraph III.D.5.</p>

C. Major Remedial Action Components

The Remedial Action selected by U.S. EPA in the BD RODA OU2/3 addresses PCBs that are migrating from the Site into Stout’s Creek through Springs and Seeps. CBS shall implement the Remedial Action selected by U.S. EPA in the BD RODA OU2/3 by performing the following:

1. CBS shall design, install and maintain a passive quarry drain system to drain the Wedge Quarry Complex so that the water level within the quarry complex does not exceed an elevation of 737 feet above mean sea level (“msl”). The purpose of this system is to reduce the groundwater elevation and thereby reduce groundwater flow from Springs and Seeps into Stout’s Creek. The elevation of 737 feet above msl may be revised, subject to review and approval by U.S. EPA, if CBS can

demonstrate to U.S. EPA that a different elevation will improve the effectiveness of the passive quarry drain system in reducing the groundwater flow from Springs and Seeps into Stout's Creek. The passive quarry drain system shall also drain the Pit A Area into the Wedge Quarry Complex to further reduce groundwater flow from the Springs and Seeps.

2. After completing the passive quarry drain system for the Wedge Quarry Complex, CBS shall (i) investigate the impact of the passive quarry drain system and (ii) investigate lowering the water level in Icebox Quarry. CBS shall conduct these investigations in accordance with a plan approved by U.S. EPA after reasonable opportunity for review and comment by the other Governmental Parties. The approved plan shall require CBS to investigate the impact of the Wedge Quarry Complex passive quarry drain system upon groundwater elevation, the flow from Springs and Seeps, and PCB concentrations in Springs and Seeps. The approved plan shall also require CBS to investigate the feasibility of lowering the water level in Icebox Quarry on a permanent basis, as well as the effect of such action upon groundwater elevation, the flow from Springs and Seeps, and PCB concentrations in Springs and Seeps. After completing the investigations, CBS shall report its findings in a written report submitted to U.S. EPA for review and approval after reasonable opportunity for review and comment by the other Governmental Parties.

3. Based upon the results of the investigation of Icebox Quarry, U.S. EPA may require CBS to lower the water level in Icebox Quarry on a permanent basis, either by extending the passive quarry drain system for the Wedge Quarry Complex to include Icebox Quarry or by discharging water from Icebox Quarry into Stout's Creek. If U.S. EPA requires CBS to lower the water level in Icebox Quarry on a permanent basis, discharges from Icebox Quarry shall not exceed a daily maximum concentration of 0.3 ppb PCBs. If water from Icebox Quarry is discharged to the Wedge Quarry Complex, treatment of Icebox Quarry water prior to entering the Wedge Quarry Complex shall be completed if PCB concentrations are greater than 0.3 ppb. In determining whether to require CBS to drain and treat water from Icebox Quarry, U.S. EPA shall weigh the benefit of reducing the flow of PCB-contaminated groundwater from Springs and Seeps versus the benefit of collecting this water before it is released from Springs and Seeps and treating it in an on-Site water treatment plant. CBS shall comply with U.S. EPA's determination with respect to draining and treating water from Icebox Quarry, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge U.S. EPA's determination on the grounds that it is arbitrary and capricious or otherwise not in accordance with law.

4. Subject to the "Suspension of Work" provision in Paragraph II.D of this SOW, CBS shall install a collection trench to capture groundwater feeding Springs and Seeps and thereby prevent flow from Springs and Seeps from entering into Stout's Creek. The collection trench shall convey the water to a water treatment plant, which CBS shall design, construct and operate. Discharges from the water treatment plant shall not exceed a daily maximum effluent limit of 0.3 ppb for PCBs and shall comply with other substantive requirements developed by the State of Indiana under the National

Pollutant Discharge Elimination System (“NPDES”). Based upon the conceptual design of the collection trench in the BD RODA OU2/3, the trench will be located along the east side of Stout’s Creek and will be approximately 800-feet long and 8-feet deep. The trench will collect groundwater feeding Springs and Seeps and convey this water to the water treatment plant. Groundwater emerging from Springs and Seeps is assumed to flow at a maximum rate of 100 gallons per minute (“gpm”) during storm events, although CBS shall be required to capture and treat groundwater emerging from Springs and Seeps even if the flow exceeds 100 gpm.

5. CBS shall prepare an Operations and Maintenance Plan for the passive quarry drain system and the collection and treatment system for flow from the Springs and Seeps and prepare a Long-term Groundwater Monitoring Plan to monitor the effectiveness of the Remedial Action.

6. CBS shall use best efforts to put into place appropriate deed restrictions upon the property currently owned by the Star Stone Company (“Star Stone”) that is within the boundaries of the Site or may impact the Site.

7. CBS shall install and maintain fencing around the treatment system.

8. CBS shall use best efforts to put into place an agreement with the owner of the Site to ensure long-term access to the Site for itself and its contractors.

D. Suspension of Work Relating to Collection Trench and Water Treatment Plant

1. CBS may petition U.S. EPA for authorization to suspend work relating to the design, installation, and operation of the collection trench and water treatment plant described in Paragraph II.C.4, Paragraph II.E.2.b, and Paragraph III.B.2.b after:

a. CBS has completed construction of the Wedge Quarry Complex passive drain system specified in Paragraph II.C.1, Paragraph II.E.1.a, and Paragraph III.B.1.a, and has achieved the Performance Standard pertaining to the water level elevation in the Wedge Quarry Complex;

b. CBS has completed the requirements set forth in Paragraph II.C.2, Paragraph II.E.1.b, and Paragraph III.B.1.b with respect to (i) investigating the effect of the Wedge Quarry Complex passive quarry drain system and (ii) investigating the feasibility and effect of lowering the water level in Icebox Quarry; and

c. If required by U.S. EPA, CBS has completed construction of the system to lower the water elevation of Icebox Quarry in accordance with Paragraph II.C.3, Paragraph II.E.2.a, and Paragraph III.B.2.a, and has achieved the performance standards pertaining to the water level elevation in Icebox Quarry.

2. In its petition, CBS shall demonstrate either that (i) maintaining the specified water level elevations in the quarries has eliminated releases of PCBs from Springs and Seeps into Stout's Creek or (ii) maintaining the specified water level elevations in the quarries is likely to be protective of human health and the environment, taking into account the final flow from Springs and Seeps and the mass of PCBs released into Stout's Creek. In the event that U.S. EPA determines that CBS has not demonstrated either of these two conditions, then CBS shall proceed with the design, construction, and operation of the collection trench and water treatment plant, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge U.S. EPA's determination on the grounds that it is arbitrary and capricious or otherwise not in accordance with law. Nothing in this Paragraph or in this SOW authorizes CBS to challenge (i) the remedy set forth in the BD RODA OU2/3 or (ii) the risk assessments upon which that remedy is based.

3. In the event that U.S. EPA determines that CBS has demonstrated either of the conditions set forth in Paragraph II.D.2 (i.e., maintaining the specified water level elevations in the quarries has eliminated releases of PCBs from Springs and Seeps into Stout's Creek, or alternatively, maintaining the specified water level elevations in the quarries is likely to be protective of human health and the environment, taking into account the final flow from Springs and Seeps and the mass of PCBs released into Stout's Creek), then CBS may suspend work with respect to designing, installing, and operating the collection trench and water treatment plant.

4. In the event that CBS suspends work relating to the design, installation, and operation of a collection trench and water treatment plant, CBS shall implement enhanced monitoring under the Long-term Groundwater Monitoring Plan to measure (i) the flow, if any, from Springs and Seeps into Stout's Creek and (ii) the mass of PCBs, if any, released into Stout's Creek.

5. After work is suspended with respect to the design, installation and operation of the collection trench and water treatment system, U.S. EPA may lift the suspension if it determines that the justification for the suspension no longer applies. In the event that U.S. EPA lifts the suspension, CBS shall proceed with the design, construction and operation of the collection trench and water treatment plant, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge U.S. EPA's decision to lift the suspension on the grounds that the decision is arbitrary and capricious or otherwise not in accordance with law. To prove that U.S. EPA's decision is arbitrary and capricious or otherwise not in accordance with law, CBS must demonstrate that (i) maintaining the specified water levels in Stout's Creek has eliminated releases of PCBs from Springs and Seeps, (ii) maintaining the specified water level elevations in the quarries is protective of human health and the environment notwithstanding the on-going releases of PCBs into Stout's Creek, or (iii) U.S. EPA's decision is otherwise not in accordance with law.

6. In the event that U.S. EPA does not lift the suspension, CBS may petition U.S. EPA to make the suspension of work permanent when U.S. EPA conducts its 5-year review of the remedy selected in the BD RODA OU2/3. In submitting such a petition, CBS must demonstrate that the collection trench and treatment plant required under the BD RODA OU2/3 are not necessary because maintaining the specified water elevations in the quarries has been and will continue to be protective of human health and the environment. In the event that U.S. EPA determines that CBS has successfully made such a showing, U.S. EPA shall propose to eliminate the requirement to design, build and operate the collection trench and water treatment plant by proposing to amend the BD RODA OU2/3 consistent with the substantive and procedural requirements of CERCLA and the National Contingency Plan. In the event that U.S. EPA amends the BD RODA OU2/3, the Parties shall petition the Court to modify the Consent Decree to delete the requirement to design, build, and operate a collection trench and water treatment plant at Bennett's Dump. In the event that U.S. EPA determines that CBS has been unable to show that the collection trench and treatment plant are not necessary to protect human health and the environment, CBS may challenge U.S. EPA's determination under Section XXIV (Dispute Resolution) of the Original Consent Decree on the grounds that the determination is arbitrary and capricious or otherwise not in accordance with law.

7. In the event that the Consent Decree is modified to delete the requirement to design, build, and operate a collection trench and water treatment plant at Bennett's Dump, CBS shall continue to conduct long-term monitoring of groundwater in accordance with the plan approved by U.S. EPA under Paragraph II.F.5 of this SOW. CBS may petition U.S. EPA to eliminate this requirement when U.S. EPA conducts its 5-year review of the remedy set forth in the ROD amendment modifying the BD RODA OU2/3. In the event that U.S. EPA denies that petition, CBS may exercise its rights under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge U.S. EPA's denial of the petition on the ground that the denial is arbitrary and capricious or otherwise not in accordance with law.

E. Remedial Action Phases

As described more fully in Section III below, CBS shall implement the Remedial Action set forth in the BD RODA OU2/3, which will take place in two phases, as follows:

1. Phase 1

a. CBS shall design and implement a plan approved by U.S. EPA to build a passive drain system for the purpose of permanently draining the Wedge Quarry Complex and the Pit A Area into Stout's Creek.

b. CBS shall develop and implement a plan approved by U.S. EPA to investigate (i) the impact of the Wedge Quarry Complex passive drain system upon groundwater elevation, the flow of water from Springs and Seeps and the concentration of PCBs in water from Springs and Seeps and (ii) the feasibility of lowering the water elevation in Icebox Quarry on a permanent basis, as well as the impact

that such action will have upon groundwater elevation, the flow of water from Springs and Seeps and the concentration of PCBs in water from Springs and Seeps. CBS shall report the results of this investigation in a written report submitted to U.S. EPA for review and approval after reasonable opportunity for review and comment by the other Governmental Parties.

2. Phase 2

a. If required by U.S. EPA, CBS shall design and implement a plan approved by U.S. EPA to lower the water level in Icebox Quarry on a permanent basis, subject to CBS's right to challenge this requirement under Section XXIV (Dispute Resolution) of the Original Consent Decree on the grounds that the requirement is arbitrary and capricious or otherwise not in accordance with law. The water discharged from Icebox Quarry shall not exceed a maximum daily concentration of 0.3 ppb PCBs.

b. CBS shall design and implement a plan approved by U.S. EPA to capture and treat groundwater flow from Springs and Seeps, unless U.S. EPA approves suspension of this work under Paragraph II.D of this SOW. The approved plan shall require CBS to construct a collection trench, which shall capture all groundwater feeding Springs and Seeps and convey this water to a water treatment plant, which CBS shall design, build and operate in accordance with a plan approved by U.S. EPA after reasonable opportunity for review and comment by the other Governmental Parties.

c. In the event that U.S. EPA determines under Paragraph II.D that maintaining the specified water level elevations in the quarries is likely to be protective of human health and the environment, CBS may suspend work relating to the design, installation and operation of a system to collect and treat flows from Springs and Seeps, in which case CBS shall begin enhanced monitoring in accordance with a Long-term Groundwater Monitoring Plan.

d. In the event that CBS suspends work relating to the design, installation and operation of a system to collect and treat flows from Springs and Seeps, U.S. EPA may lift the suspension under Paragraph II.D.5. In the event that U.S. EPA lifts the suspension, CBS shall design and implement a plan approved by U.S. EPA to capture and treat groundwater flow from Springs and Seeps, subject to CBS's right under Paragraph II.D.5 to challenge U.S. EPA's decision to lift the suspension.

F. Remedy Components

1. Site Security

CBS shall implement Site security during the Remedial Action to prevent any access to the Site or disturbance of the Site activities during construction. After construction is complete, CBS shall install and maintain a fence to prevent access to the treatment plant.

2. Site Access

The Bennett's Dump site is owned by Star Stone, which has entered into an agreement with the North Park Development Group to develop the property. All property to which access is required for the implementation of the Consent Decree, the BD RODA OU2/3 and this SOW is owned or controlled by persons other than CBS. CBS shall use its best efforts to secure from such persons access for CBS, as well as for the Governmental Parties and their representatives, including but not limited to, their contractors, as necessary to effectuate the Consent Decree, the BD RODA OU2/3 and this SOW. If any access required to complete the Remedial Action is not obtained within 30 days after the date U.S. EPA notifies CBS in writing that additional access beyond that previously secured is necessary, then CBS shall promptly notify the United States in writing, and shall include in that notification a summary of the steps CBS has taken to attempt to obtain access. The Parties all remain subject to the requirements of Paragraph 88 of the Original Consent Decree, provided that nothing herein or in the Original Consent Decree shall require the United States to violate the Anti-Deficiency Act, 31. U.S.C. 1341 *et seq.*

3. Institutional Controls

a. Pursuant to the schedule in Section VI, CBS shall submit an Institutional Controls ("ICs") Work Plan for review and approval by U.S. EPA that includes the following:

i) A map that identifies the current boundaries of the restricted areas, boundaries of the Site, property ownership, streets, easements, encumbrances, assessor's parcel number or other recorded plat or survey information;

ii) A legal description of each restricted area prepared according to current ALTA Survey guidelines;

iii) Draft restrictive covenants and easements for the restricted areas that are enforceable under the laws of the State of Indiana and are substantially in the form set forth in Attachment A;

iv) A current title insurance commitment in the form of ALTA Commitment form -1982 (as amended) from a title company, which shows title to the restricted areas to be free and clear of all prior liens and encumbrances;

v) Copies of encumbrances referenced in the Title commitment. Identification of encumbrances that negatively impact the restricted areas. Copies of requests for subrogation agreements for such encumbrances. Identification of the encumbrances on paper and maps that depict parcel numbers and the area impacted by the encumbrance.

b. The institutional controls shall set forth the following unless the Parties mutually agree otherwise:

i) Development shall be prohibited or restricted based upon final cleanup levels and protection of remedial components. Future land use at the Site that is not consistent with cleanup levels or components of the remedy selected by U.S. EPA for Operable Units 1 or 2 shall be prohibited;

ii) Excavation in areas of the Site where PCBs greater than 25 ppm on average remain in the ground shall be prohibited;

iii) Drinking water wells shall not be installed on-Site;

iv) Fencing of the water treatment plant;

v) Give access rights to U.S. EPA, IDEM, and CBS and their successors, and

vi) Give rights to U.S. EPA, IDEM and CBS to enforce land use restrictions and access rights.

vii) Any stormwater collection basin constructed within the Site boundaries shall be lined with an impermeable liner to prevent recharge of Site groundwater.

c. Pursuant to the schedule in Section VI, CBS shall arrange for the execution of such restrictive covenants and recording of such executed restrictive covenants with the Monroe County recorder. CBS shall use best efforts to secure the execution of the restrictive covenants from such owners. The United States and the State of Indiana may consider, in their unreviewable discretion, using their enforcement authorities (including condemnation) to assist CBS in obtaining implementation of restrictive covenants in appropriate circumstances. In the event that any such use of enforcement authorities (including condemnation) results in an obligation to pay just compensation, CBS shall reimburse the United States or the State of Indiana, as applicable, for just compensation. Such payment shall be made in accordance with the procedures provided to CBS by the United States or the State of Indiana, as applicable. If both the United States and the State of Indiana decide not to use their enforcement authorities (including condemnation) to obtain a restrictive covenant from a property owner, and CBS has not been able to reach agreement with the property owner to obtain the restrictive covenant after exerting its best efforts, CBS shall not be required to take any further action to obtain the restrictive covenant.

4. Interim Monitoring Program for Remedial Design and Remedial Action

CBS shall continue to monitor surface water, flow and groundwater in accordance with the 2002 Long-term Groundwater Monitoring Plan for the Bennett's Dump Site from the Entry of the Amendment to the Consent Decree until approval of the updated Long-term Groundwater Monitoring Plan described in Paragraph II.F.5 below. CBS may request

modifications to the interim monitoring program based upon the requirements of the investigation of the impact of the passive quarry drain system and investigation of Icebox Quarry.

5. Long-term Groundwater Monitoring Plan

In accordance with the schedule in Section VI, CBS shall develop and submit to U.S. EPA for review and approval a revised and updated version of the 2002 Long-Term Groundwater Monitoring Plan, supplementing the existing requirements for the source control operable unit with new requirements for the groundwater operable unit. As part of this plan, CBS shall include a plan for enhanced monitoring in the event that U.S. EPA approves CBS's request to suspend work relating to the construction of the collection and treatment system for the Springs and Seeps. The plan shall also include a well-water user survey conducted by CBS as specified below in this paragraph. Upon approval by U.S. EPA, CBS shall implement the approved Long-term Groundwater Monitoring Plan.

In the well-water survey, CBS will identify well-water users within a 5,000-foot radius of the Site and within the hydrogeological zone of influence of the Site. The survey shall identify the name of the property owner, the address of the property, and the primary use of the well. Once the survey is complete, the U.S. EPA may make a determination in its unreviewable discretion that identified wells require sampling and testing for PCBs. If U.S. EPA makes such a determination, CBS shall conduct the sampling and testing in accordance with a plan and schedule approved by U.S. EPA after reasonable opportunity for review and comment by the other Governmental Parties. As part of its 5-year review of the Remedial Action, U.S. EPA may determine that CBS shall update the well-survey and conduct further sampling and testing of wells within a 5,000-foot radius of the Site and within the hydrogeological zone of influence. In the event that U.S. EPA makes such a determination, CBS shall implement the well survey and conduct the sampling and testing, subject to CBS's right to challenge U.S. EPA's determination under Section XXIV (Dispute Resolution) in the Original Consent Decree on the grounds that U.S. EPA's determination is arbitrary and capricious or otherwise not in accordance with law. In the event that domestic wells within the 5,000-foot radius of the Site and within the hydrogeological zone of influence contain detectable concentrations of PCBs, CBS shall provide an alternative potable water supply by either hooking up the well-user to municipal water supplies or by providing a water treatment system for PCBs to ensure that user is neither consuming nor using water containing PCBs in concentrations greater than the maximum contaminant level ("MCL").

6. National Pollution Discharge Elimination System Substantive Requirements

Based upon correspondence from IDEM at the time of the BD RODA OU2/3, the effluent limit for PCBs discharged to waters of the State of Indiana is set at a daily maximum concentration of 0.3 ppb, and discharge criteria for other constituents are not required. After IDEM develops other substantive NPDES requirements pursuant to the ARARs described in the BD RODA OU2/3, CBS shall include these requirements in the

Operational & Maintenance Plan to be developed in accordance with Paragraph III.D.4 below, except that CBS may challenge IDEM's determination under Section XXIV (Dispute Resolution) of the Original Consent Decree on the grounds that new substantive requirements are arbitrary and capricious or otherwise not in accordance with the law.

III. SCOPE OF REMEDIAL DESIGN AND REMEDIAL ACTION

CBS shall implement the Remedial Design and Remedial Action ("RD/RA") for the groundwater and sediment operable units in accordance with plans approved by U.S. EPA, after reasonable opportunity to review and comment by the Governmental Parties, and in accordance with the schedule set forth in Section VI.

A. RD/RA Work Plan

In accordance with the schedule set forth in Section VI, CBS shall develop and submit to U.S. EPA for review and comment a Draft RD/RA Work Plan describing in detail the implementation of the phased RD/RA required by this SOW. The Draft RD/RA Work Plan shall describe the general construction approach to complete the two phases described below, Site environmental controls, additional data collection, cleanup confirmation methods, and proposed schedule of activities. After receipt of U.S. EPA's comments, CBS shall submit to U.S. EPA for review and approval a Final RD/RA Work Plan in accordance with the schedule set forth in Section VI. Following approval, CBS shall implement the Final RD/RA Work plan in accordance with the approved schedule.

B. Remediation Phases

1. Phase 1 Activities

a. Passive Quarry Drain System

i) In accordance with the schedule set forth in Section VI, CBS shall develop and submit to U.S. EPA for review and comment a preliminary design of a passive quarry drain system to lower the water elevation within the Wedge Quarry Complex to 737 feet above msl, as well as to drain water from the Pit A Area into the Wedge Quarry Complex. CBS may propose an alternative water elevation for U.S. EPA's consideration, although U.S. EPA's decision to accept or reject this proposal is a matter within its sole, unreviewable discretion. The proposed passive quarry drain system shall be designed to prevent water from accumulating in the Wedge Quarry Complex and in the Pit A Area by establishing a permanent drainage system to Stout's Creek.

ii) After receipt of U.S. EPA's comments on the preliminary design of the passive quarry drain system, CBS shall submit to U.S. EPA for review and approval a final design of the passive quarry drain system in accordance with the schedule set forth in Section VI.

iii) Upon receipt of U.S. EPA's approval of the final design for the passive quarry drain system, CBS shall complete construction of the system in accordance with the approved plan and the schedule set forth in Section VI.

b. Investigation of the Impact of the Passive Quarry Drain System and Investigation of Icebox Quarry

i) In accordance with the schedule set forth in Section VI, CBS shall develop and submit to U.S. EPA for review and comment a draft plan to investigate the impact of the Wedge Quarry Complex passive quarry drain system upon groundwater elevations, the flow from Springs and Seeps, and the concentrations of PCBs in groundwater and surface water. The draft plan shall also include an investigation of the feasibility of lowering the water elevation within Icebox Quarry on a permanent basis, as well as the effect of such action upon the groundwater table and upon releases of PCB-contaminated groundwater and surface water into Stout's Creek. CBS shall also determine how PCB contamination is entering Icebox Quarry and whether additional Springs or Seeps within the quarry will require treatment to meet the daily maximum effluent limit of 0.3 ppb PCBs before the water can be discharged to Stout's Creek or to the Wedge Quarry Complex. To conduct this investigation, CBS shall temporarily drain Icebox Quarry and shall treat all discharges into Stout's Creek using a temporary, mobile treatment system if such water contains a daily maximum concentration of PCBs greater than 0.3 ppb.

ii) After receipt of U.S. EPA's comments on the preliminary design of the investigation plan, CBS shall submit to U.S. EPA for review and approval a final investigation plan in accordance with the schedule set forth in Section VI.

iii) Upon approval of the final investigation plan, CBS shall proceed with the approved investigation. During the investigation, CBS shall not discharge water from Icebox Quarry into Stout's Creek with a daily maximum PCB concentration greater than 0.3 ppb. In accordance with the schedule in Section VI, CBS shall submit to U.S. EPA for review and approval a final report describing in detail the results of its investigation. In the report, CBS shall state its findings with respect to the feasibility of lowering water levels in Icebox Quarry, as well as its findings as to the impact that such action is likely to have on the groundwater elevation, the flow of water from Springs and Seeps, and the concentration of PCBs in Springs and Seeps. In the event that CBS finds that draining Icebox Quarry is feasible, CBS shall submit to U.S. EPA for review and comment a draft design to lower the water level in Icebox Quarry permanently.

2. Phase 2 Activities

a. Lowering the Water in Icebox Quarry

i) Based upon CBS's report of its investigation of Icebox Quarry, U.S. EPA may require CBS to lower the water level in Icebox Quarry on a permanent basis, either by extending the passive quarry drain system to include Icebox Quarry or by discharging water from Icebox Quarry into Stout's Creek. In determining whether to require CBS to lower the water level in Icebox Quarry, U.S. EPA shall weigh the benefit of reducing the flow of PCB-contaminated groundwater from Springs and Seeps versus the benefit of collecting this water after it is released from Spring and Seeps and treating it in an on-Site water treatment plant. CBS shall comply with U.S. EPA's determination with respect to lowering the water level in Icebox Quarry, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge U.S. EPA's determination on the grounds that it is arbitrary and capricious or otherwise not in accordance with law.

ii) In the event that U.S. EPA determines that lowering water levels in Icebox Quarry is not necessary, CBS may nevertheless elect to proceed with lowering water levels in the quarry on a permanent basis, provided that U.S. EPA reviews and approves the final design for the project. For instance, CBS may wish to fill the quarry to accommodate the plans of the North Park Development Group, which may want to use Icebox Quarry for the placement of clean fill and stone.

iii) In the event that U.S. EPA requires CBS to lower the water in Icebox Quarry on a permanent basis, CBS shall submit to U.S. EPA for review and approval a final plan and a proposed schedule for completing this work. In the event that CBS's investigation established that Icebox Quarry is fed by seeps or springs with a daily maximum PCB concentration greater than 0.3 ppb, CBS shall propose a method for treating this spring water to reduce PCB concentrations to 0.3 ppb as daily maximum before the spring water is discharged into Stout's Creek or into the Wedge Quarry Complex.

iv) Upon U.S. EPA's approval of the final plan for lowering the water elevation in Icebox Quarry, CBS shall implement the project in accordance with the approved schedule.

b. Collection and Treatment System

i) In accordance with the schedule set forth in Section VI, CBS shall submit to U.S. EPA for review and comment a draft design for the groundwater collection trench and water treatment plant, unless U.S. EPA approves suspension of this work under Paragraph II.D of this SOW. CBS shall design the groundwater interceptor trench to capture groundwater feeding Springs and Seeps and thereby to prevent flow from Springs and Seeps from entering into Stout's Creek. The trench shall convey captured groundwater to a treatment facility which CBS shall design,

build and operate. The discharge from the treatment plant will not exceed a daily maximum concentration of 0.3 ppb PCBs and shall comply with other substantive requirements identified by IDEM under the NPDES program. Groundwater is assumed to flow at a maximum of 100 gpm during storm events, although CBS shall be required to capture and treat groundwater emerging from Springs and Seeps even if the flow exceeds 100 gpm.

ii) Following receipt of U.S. EPA's comments on the draft design for the collection trench and water treatment system, CBS shall submit to U.S. EPA, in accordance with the schedule set forth in Section VI, a final design plan for review and approval.

iii) Upon receipt of U.S. EPA's approval of the final design, CBS shall proceed with the construction of the collection trench and treatment system in accordance with Section VI and the approved final design. During the construction activities, PCB-contaminated soils and rock may require excavation. CBS shall implement the approved testing program for detecting residual contamination during construction activities. Pursuant to the Toxic Substances Control Act ("TSCA") - 40 CFR § 761.60 and CERCLA off-site policy, 40 CFR § 300.440, CBS shall dispose of off-site in a chemical waste landfill, approved under and compliant with 40 CFR § 761.75, all excavated soils and sediments containing concentrations great than or equal to 50 ppm PCBs. At its option, CBS may propose to dispose of all soils and sediments contaminated with PCBs, regardless of concentration, at a TSCA Landfill.

C. Submittal of Preliminary and Final Design

In accordance with Paragraph III.B (Remediation Phases), CBS shall submit to U.S. EPA for review and approval, with a copy to the other Governmental Parties, Preliminary Designs for (1) the installation of the Wedge Quarry Complex passive quarry drain system, (2) the groundwater collection trench and the water treatment plant, and (3) if required by U.S. EPA, the system for permanently lowering the water elevation in Icebox Quarry. The Preliminary Design submittals shall be at the 50% completion point and include the following:

- Preliminary drawings and sketches
- Design assumptions and parameters, including design restrictions
- Design calculations
- Results of additional field sampling or tests
- Compliance with ARARs
- Technical Specifications

- Proposed siting/locations of processes/construction activities
- Real estate, easement and substantive permit requirements

CBS shall resolve with U.S. EPA, after reasonable opportunity for review and comment by the Governmental Parties, all comments on the Preliminary Design for the three design submittals described above. The Final Design submittals, which shall be at the 100% completion point, shall include construction details, project schedules, and bid specifications and shall be subject to the approval process set forth in Section V.

D. Remedial Action Construction

1. Remedial Action Construction

Following approval of each Final Design submittal, CBS shall implement the construction activities in accordance with the approved Final Design submittal and the schedules in Section VI. During the construction activities, weekly construction meetings shall be held to discuss the construction progress, future activities and present changes for approval. CBS may modify the frequency of these meetings with approval of U.S. EPA in consultation with the other Governmental Parties. Telephone calls may be substituted for a meeting if agreed upon by CBS and U.S. EPA.

2. Final Construction Inspection

Within 45 days after completion of all construction activities required pursuant to this SOW, CBS shall notify U.S. EPA and the State of Indiana for the purpose of conducting a pre-final inspection. The purpose of the inspection is to determine if the construction is complete and consistent with the approved design and plans, this SOW and the BD RODA OU2/3. CBS shall prepare and submit to U.S. EPA for review and approval (after reasonable opportunity for review and comment by the other Governmental Parties) a final construction inspection report documenting items that need to be resolved and actions required to resolve them along with a schedule to complete such work.

3. Completion of Remedial Action Report

Within 90 days after CBS concludes that the Remedial Action has been fully performed and the Performance Standards have been attained, CBS shall schedule and conduct a pre-certification inspection to be attended by CBS, U.S. EPA, the City, the County and the State of Indiana. If, after the pre-certification inspection, CBS still believes that the Remedial Action has been fully performed and the Performance Standards have been attained, it shall within 30 days of the inspection submit to U.S. EPA for approval (with a copy to the State of Indiana) a written report requesting certification. In the report, a registered professional engineer and CBS shall state that the Remedial Action has been completed in full satisfaction of the requirements of the Amendment to the Consent Decree and this SOW. The written report shall include as-built drawings signed and

stamped by a professional engineer. The report shall contain the following statement, signed by a responsible corporate official of CBS or CBS's project Coordinator:

“To the best of my knowledge after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

If, after completion of the pre-certification inspection and receipt and review of the written report, U.S. EPA, after reasonable opportunity to review and comment by the other Governmental Parties, determines that the Remedial Action or any portion thereof has not been completed in accordance with this Amendment to the Consent Decree or that the Performance Standards have not been achieved, U.S. EPA will notify CBS in writing of the activities that must be undertaken by CBS to complete the Remedial Action and achieve the Performance Standards, provided, however, that U.S. EPA may only require CBS to perform such activities consistent with this SOW, the BD RODA OU2/3 and the Amendment to the Consent Decree. The U.S. EPA will set forth in the notice a schedule for performance of such activities consistent with the Amendment to the Consent Decree, the BD RODA OU2/3 and the SOW or require CBS to submit a schedule to U.S. EPA for approval. CBS shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge the activities described in the notice. CBS shall bear the burden of demonstrating that its position or actions complies with the Amendment to the Consent Decree, and that CBS is entitled to relief under applicable principles of law.

If U.S. EPA concludes, based on the initial or any subsequent report requesting Certification of Completion and after a reasonable opportunity for review and comment by the other Governmental Parties, that the Remedial Action has been performed in accordance with the Amendment to the Consent Decree and the SOW and that the Performance Standards have been achieved, U.S. EPA will so certify in writing to CBS. Certification of Completion of the Remedial Action shall not affect CBS's uncompleted obligations under previously-approved design documents and work plans.

4. Operation and Maintenance Plan

In accordance with the schedule in Section VI, CBS shall submit an Operation and Maintenance (“O&M”) Plan for the passive quarry drain system, groundwater collection trench and treatment plant. Further, CBS shall include in the O&M Plan any requirements for Icebox Quarry. The O&M Plan shall include the State of Indiana NPDES substantive requirements. The O&M Plan will be submitted in accordance with the schedule in Section VI for review and approval by U.S. EPA, after reasonable opportunity to review and comment by the Governmental Parties. Upon approval by the U.S. EPA, CBS shall implement the O&M Plan in accordance with the schedules therein.

5. Shut-Off Criteria

CBS shall operate and maintain the passive drain system, the collection trench and the water treatment plant until the PCBs in water flowing from the Springs and Seeps is equal to or less than 0.3 PCBs for a 12-month period. CBS may propose an alternative shut-off criteria and, if U.S. EPA determines that the alternative shut-off criteria provides a standard that is protective of human health and the environment, U.S. EPA shall propose to amend the BD RODA OU2/3 consistent with the substantive and procedural requirements of CERCLA and the National Contingency Plan. In the event that U.S. EPA amends the BD RODA OU2/3 to include the new shut-off criteria, the Parties shall petition the Court to modify the Consent Decree to include the new shut-off criteria. CBS may propose to decommission certain remedy components based upon flow in Springs and Seeps and PCB concentration in the future.

Regardless of whether the shut-off criteria in this Paragraph III.D.5 remains the unchanged or whether it is superseded by an alternative shut-off criteria, any dispute about whether the shut-off criteria has been achieved will be resolved in accordance with Section XXIV (Dispute Resolution) of the Original Consent Decree. CBS shall bear the burden of demonstrating that its position complies with the Amendment to the Consent Decree, and that CBS is entitled to relief under applicable principles of law.

6. Completion of the Work

Within 90 days after CBS concludes that all phases of the Work (including O & M) have been fully performed, CBS shall schedule and conduct a pre-certification inspection to be attended by CBS, U.S. EPA, the City, the County and the State of Indiana. For the purposes of this Paragraph III.D.6, the term “Work” shall include all Work relating to Bennett’s Dump, including Work relating to the Source Control Operable Unit required under Paragraph IV.A.1 of the Amendment to the Consent Decree.

If, after the pre-certification inspection, CBS still believes that the Work has been fully performed, CBS shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of the Amendment to the Consent Decree and this SOW. The report shall contain the following statement, signed by a responsible corporate official of CBS or CBS’s Project Coordinator:

“To the best of my knowledge after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

If, after review of the written report, U.S. EPA, after reasonable opportunity to review and comment by the other Governmental Parties, determines that any portion of the Work has not been completed in accordance with this Amendment to the Consent Decree,

documents incorporated by reference under Paragraph IV.A.1 of the Amendment to the Consent Decree, the BD RODA OU2/3, and this SOW, U.S. EPA will notify CBS in writing of the activities that must be undertaken by CBS pursuant to this Amendment to the Consent Decree to complete the Work, provided, however, that U.S. EPA may only require CBS to perform such activities consistent with the Amendment to the Consent Decree, the BD RODA OU2/3, this SOW and documents incorporated by reference under Paragraph IV.A.1 of the Amendment to the Consent Decree. U.S. EPA will set forth in the notice a schedule for performance of such activities consistent with the Amendment to the Consent Decree, BD RODA OU2/3, this SOW, and the documents incorporated by reference under Paragraph IV.A.1 of the Amendment to the Consent Decree or require CBS to submit a schedule to U.S. EPA for approval. CBS shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge the activities described in the notice. CBS shall bear the burden of demonstrating that its position or actions complies with the Amendment to the Consent Decree, and that CBS is entitled to relief under applicable principles of law.

If U.S. EPA concludes, based on the initial or any subsequent request for Certification of Completion by CBS, and after a reasonable opportunity for review and comment by the other Governmental Parties, that the Work has been performed in accordance with the Amendment to the Consent Decree, U.S. EPA will so notify CBS in writing.

7. Closure Plan

No later than 30 days after receipt of U.S. EPA's certification of completion of Work, CBS shall submit to U.S. EPA for review and approval a plan for the closure of the portions of the Site relating to operable unit 2. The closure plan shall detail closure activities, post-closure activities and schedules of implementation. Upon approval of the closure plan, CBS shall implement the plan in accordance with the approved schedule. In the event that U.S. EPA rejects the proposed closure plan or conditionally approves the plan, CBS may challenge U.S. EPA's decision under Section XXIV (Dispute Resolution) of the Original Consent Decree on the grounds that U.S. EPA's decision is arbitrary and capricious or otherwise not in accordance with law.

IV. CONTENT OF SUPPORTING PLANS

In accordance with the schedule in Section VI, CBS shall develop and submit to U.S. EPA for review and comment, after reasonable opportunity for review and comment by the other Governmental Parties, a draft and final Health and Safety Plan. Likewise, in accordance with the schedule in Section VI, CBS shall develop and submit to U.S. EPA for review and approval, after reasonable opportunity for review and comment by the other Governmental Parties, a draft and final Quality Assurance Project Plan. The following section describes the required contents of each of these supporting plans. During all Work performed pursuant to this SOW, CBS shall implement and comply with the approved Health and Safety Plan and Quality Assurance Project Plan.

A. Health and Safety Plan

CBS shall develop a Health and Safety Plan which is designed to protect on-Site personnel and area residents from physical, chemical and all other hazards posed by this Remedial Action. The Health and Safety Plan shall address the areas listed below and include performance levels and criteria to assure protection of personnel and residents.

- Facility Description
- Personnel
- Levels of Protection
- Safe work practices and safeguards
- Medical surveillance
- Personal and environmental air monitoring
- Personal protective equipment
- Personal hygiene
- Decontamination
- Site work zones
- Contaminant control
- Contingency and emergency planning
- Logs, reports and record keeping

B. Quality Assurance Project Plan

CBS shall develop any necessary amendments to the existing CBS Quality Assurance Project Plan (“QAPP”) to address sampling and analysis along with data handling for samples collected in all phases of future Site work. CBS shall follow the latest U.S. EPA guidance on the development of QAPPs (Instructions on the preparation of a Superfund Division Quality Assurance Project Plan, revision 0, June 2000).

V. APPROVAL OF DELIVERABLES

CBS shall provide to the other Governmental Parties a copy of each plan, report, or other item that CBS is required to submit to U.S. EPA for approval pursuant to this SOW. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this SOW, U.S. EPA, after a reasonable opportunity for review and comment by the other Governmental Parties, shall, in writing: (i) approve the submission; (ii) approve the submission upon specified conditions; (iii) approve part of the submission and disapprove the remainder; or (iv) disapprove the submission.

If the submission is approved, then CBS shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved, then CBS shall, upon written direction of U.S. EPA, take all actions required by the approved plan, report or other item, subject to CBS’s right under Section XXIV (Dispute Resolution) of the Original Consent Decree to dispute the conditions upon which U.S. EPA based its approval. If the submission is approved only in part, then CBS shall, upon written

direction of U.S. EPA, take all actions required by the approved plan, report, or other item that U.S. EPA determines are technically severable from any disapproved portions, subject to CBS's right under Section XXIV (Dispute Resolution) of the Original Consent Decree to challenge U.S. EPA's determination as to the severability of the approved submission. CBS may dispute before the Court U.S. EPA's disapproval of part or all of any submission as arbitrary and capricious or otherwise not in accordance with law.

Within 45 days of U.S. EPA's disapproval of any submission (or such longer time as the Parties may agree to in writing), CBS shall correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, unless CBS has timely invoked dispute resolution under Section XXIV (Dispute Resolution) of the Original Consent Decree. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, U.S. EPA may again require CBS to correct any deficiencies, in accordance with the preceding paragraphs, or may itself correct any deficiencies, subject to CBS's right to dispute U.S. EPA's decision under Section XXIV (Dispute Resolution) of the Original Consent Decree as arbitrary and capricious or otherwise not in accordance with law.

VI. SUMMARY OF MAJOR DELIVERABLES/SCHEDULES

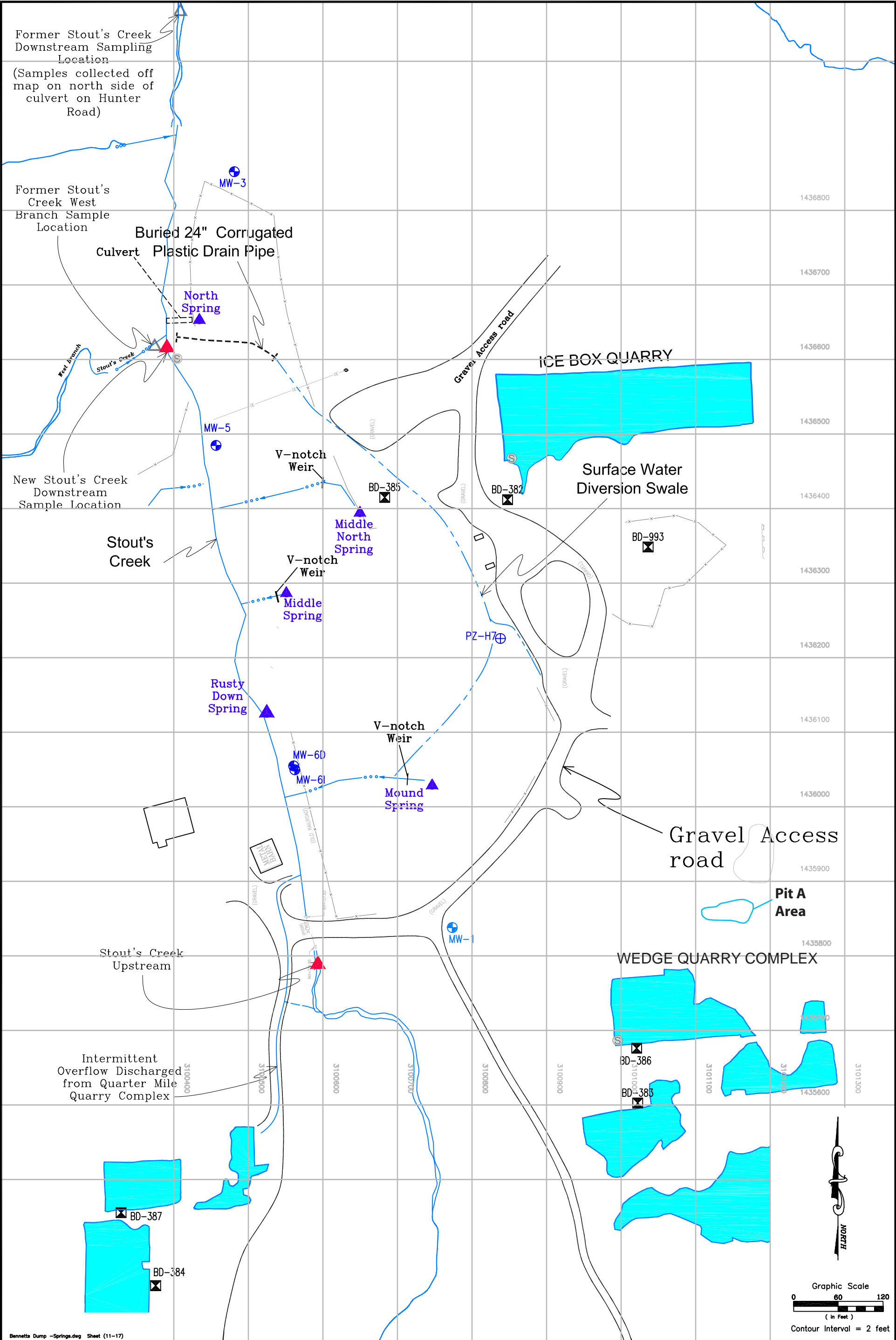
The following schedule shall be followed unless the Parties mutually agree otherwise:

<u>Task</u>	<u>Completion</u>
Draft Remedial Design/Remedial Action Work Plan	30 days after entry of the Amendment to the Consent Decree
Final Remedial Design/Remedial Action Work Plan	30 days after receipt of comments from the Governmental Parties
Revised Draft Quality Assurance Project Plan and Draft Health and Safety Plan	30 days after entry of the Amendment to the Consent Decree
Final Quality Assurance Project Plan And Health and Safety Plan	30 days after receipt of Comments from the Governmental Parties
Preliminary Design of Wedge Quarry Complex/Pit A Passive Quarry Drain	60 days after Entry of the Amendment to the Consent Decree

Final Design of the Wedge Quarry Complex/Pit A Passive Quarry Drain	30 days after receipt of comments from the Governmental Parties
Draft Investigation Plan on the Impact on Springs and Seeps of the Passive Quarry Drain and Icebox Quarry Investigation	60 days after Entry of Consent Decree
Final Investigation Plan on the Impact on Springs and Seeps of the Passive Quarry Drain and Icebox Quarry Investigation	30 days after receipt comments on the Draft Investigation Plan
Completion of construction of the passive quarry drain	60 days after approval of Final Design of Passive Quarry Drain
Complete investigation of the Impact on Springs and Seeps of the Passive Quarry Drain and Icebox Quarry Investigation and submit report of results to U.S. EPA	12 months after completion of construction of the Passive Quarry Drain
Preliminary Design of Collection Trench and Treatment plant	30 days after Report on the results of the Passive Quarry Drain/Icebox Quarry Investigation
Final Design of the Collection Trench and Treatment Plant	30 days after receipt of comments on the Preliminary Design
Completion of Construction of Collection Trench and Treatment Plant	26 months after entry of the Amendment to the Consent Decree
Draft Operation and Maintenance Plan	26 months after entry of the Amendment to the Consent Decree
Final Operation and Maintenance Plan	30 days after receipt of Comments on the Draft Operation and Maintenance Plan

Revised Long-Term Groundwater Monitoring Plan	26 Months after entry of the Amendment to the Consent Decree
Institutional Controls Work Plan	26 Months after entry of the Amendment to the Consent Decree
Completion of Institutional Controls	28 months after entry of the Amendment to the Consent Decree
Completion of Remedial Action Report	30 Months after entry of the Amendment to the Consent Decree
Request for Certification of Completion of Work	Within 90 days after CBS concludes that all phases of Work (including O & M) have been fully performed
Closure Plan	Within 30 days after receipt of U.S. EPA's Certification of Completion of Work

Figure 1



Bennett's Dump -Springs.dwg Sheet (11-17)



LEGEND

- MW-1 Monitoring Well
- PZ-H Piezometer
- BD-389 Survey Control Point
- Staff Gauge

- North Spring Springs Location
- Stream Gauging and Sampling Point
- Stout's Creek PCB Sample Location

CBS CORPORATION

FIGURE 1
BENNETT'S DUMP
OPERABLE UNITS 2 AND 3 SOW

Drawn By: RLR Date: 11/7/07 Scale: 1"=120'

Attachment A

**ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
BENNTT'S STONE QUARRY AKA BENNETT'S DUMP**

This Environmental Protection Easement and Declaration of Restrictive Covenants is made this ____ day of _____, 20____, by and between _____, ("Grantor"), having an address of _____, and _____ ("Grantee"), having an address of _____.

[Note: Grantor and Grantee cannot be the same entity. Grantee may be a State agency other than IDEM or a local authority]

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the County of Monroe, State of Indiana, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

[Note: Exhibit A is to be prepared and customized to fit the facts and circumstances relating to Property that is the subject of the Environmental Protection Easement and Restrictive Covenant.]

WHEREAS, the Property is part of and/or relates to Bennett's Dump Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 21, 1984;

WHEREAS, in two Record of Decision Amendments, dated October 16, 1998 and September 26, 2006 respectively, (collectively the "ROD Amendments"), the EPA Region Five (5) Regional Administrator selected a Remedial Action for the Site, which provides, in part, for the following actions: excavation of PCB contaminated material and off-site disposal in a landfill, placement of a soil cover, cleanup of sediment contaminated with PCBs, installation of a passive quarry drain, and construction of a collection trench and on-site treatment for spring water. With the exception of the matters identified in Exhibit B, the Remedial Action has been implemented at the Site;

[Note: Exhibit B is to be prepared and customized to fit the facts and circumstances that exist at the time that the Environmental Protection Easement and Restrictive Covenant is prepared and executed.]

WHEREAS, the areas of the Property where hazardous substances remain above levels allowing for unrestricted use and unlimited exposure are depicted in Exhibit C and described in Exhibits D and E, attached thereto.

[Note: Exhibits C, D and E are to be prepared and customized to fit the facts and circumstances relating to Property that is the subject of Environmental Protection Easement and Restrictive Covenant. Exhibit C shall be a map of the Property depicting the different areas where restrictions on uses of Property shall apply. Exhibit D shall be a legal description of the remedy components on the Property – passive quarry drain, monitoring well, etc. Finally, Exhibit E shall be a legal description of the areas of restricted uses.]

WHEREAS, the remedial action for the Site is being conducted pursuant to CERCLA;

WHEREAS, the Grantor hereto has agreed to grant a permanent right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action;

WHEREAS, the parties hereto have agreed to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment;

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

WHEREAS, the Grantor and Grantee intend that the provisions of this Environmental Protection Easement and Declaration of Restrictive Covenants also be for the benefit of the United States and the Indiana Department of Environmental Management (“IDEM”) as third party beneficiaries (“Third Party Beneficiaries”); and

WHEREAS, the Commissioner of IDEM has approved of this instrument and Grantor and Grantee intend this instrument to be a restrictive covenant pursuant to Indiana Code (IC) 13-11-2-193.5 that IDEM may enforce in a court action pursuant to IC 13-14-2-6(5).

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of the Remedial Action performed at the Site by the Grantee, IDEM or the EPA under the Consent Decree in the case of United States of America v. CBS Corporation, No. 1:81-cv-0448-RLY-KPF (S.D. Ind.), does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, 1) the perpetual right to enforce said use restrictions,

and 2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants. It is also the purpose of this instrument that the EPA and IDEM and each of their successors and assigns as Third Party Beneficiaries shall have the right to enforce the terms of this instrument and that IDEM shall also have the authority to enforce this instrument pursuant to IC 13-14-2-6(5).

3. EPA and IDEM as Third Party Beneficiaries: Grantor on behalf of itself and its successors, transferees, and assigns and the Grantee on behalf of itself and its successors, transferees and assigns hereby agree that the EPA and IDEM and their successors and assigns shall be Third Party Beneficiaries under this instrument.

4. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land for the benefit of the Grantee and are binding upon the Grantor including its successors, transferees, assigns or other persons acquiring an interest in the Property and their authorized agents, employees, or persons acting under their direction and control.

[Note: Restrictions on use shall be developed in accordance with the ROD Amendments, the Bennett's Dumpl Statement of Work for Operable Units 1, 2 and 3, and the facts and circumstances relating to Property that is the subject of the Environmental Protection Easement and Restrictive Covenant.]

5. Modification or Rescission of restrictions: Any request for modification or rescission of this instrument or of provisions of this instrument shall be made to the Grantee, IDEM and EPA at the addresses given below. This instrument may be modified or rescinded only with the prior written approval of EPA, IDEM and the Grantee. Grantor on behalf of its successors, transferees, assigns or other persons acquiring an interest in the Property agrees to file any modification to or rescission of this Environmental Protection Easement and Declaration of Restrictive Covenants approved by EPA, IDEM and the Grantee with the appropriate Registrar of Deeds and a certified copy shall be returned to the EPA, IDEM and the Grantee at the addresses listed below.

6. Environmental Protection Easement: Grantor hereby grants to the Grantee for its use an irrevocable, permanent and continuing right of access unless rescinded pursuant to paragraph 5 at all reasonable times to the Property for purposes of:

- a) Implementing, operating and maintaining the response actions in the ROD Amendments, including but not limited to those actions generally described herein;
- b) Verifying any data or information submitted to EPA or IDEM;
- c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and
- f) Implementing additional or new response actions that the EPA or IDEM determine that such actions are necessary to protect public health or the environment because (i) either the original remedial action has proven to be ineffective or (ii) that new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

7. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

8. EPA and IDEM Entry, Access, and Response Authority: Nothing in this document shall limit or otherwise affect EPA and IDEM's rights of entry and access or EPA's and IDEM's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), or other federal and state law. The Grantor and Grantee consent to officers, employees, contractors, and authorized representatives of the EPA and IDEM entering and having continued access to this property for the purposes described in paragraph 6.

9. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

10. Notice requirement: Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED _____, 20__, RECORDED IN
THE PUBLIC LAND RECORDS ON _____, 20__, IN
BOOK _____, PAGE _____, IN FAVOR OF, AND
ENFORCEABLE BY _____ AS GRANTEE, AND
IN FAVOR OF AND ENFORCEABLE BY THE UNITED
STATES OF AMERICA AND THE INDIANA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
AS THIRD PARTY BENEFICIARIES.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee, and the EPA and IDEM as Third Party Beneficiaries shall be entitled to enforce, individually or jointly, the terms of this instrument by resort to specific performance or legal process. IDEM shall be entitled to enforce this document pursuant to IC 13-14-2-6(5). All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, the EPA and IDEM and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee, EPA or IDEM of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee, the EPA or IDEM.

12. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

13. Covenants: Grantor hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Exhibit F attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

[Note: Exhibit F is to be prepared and customized to fit the facts and circumstances relating to Property that is the subject of Environmental Protection Easement and Restrictive Covenant.]

14. Recordation: Unless this Instrument is rescinded under Paragraph 5, the Grantor, its successors or assigns shall re-record this Instrument including any subsequent modifications

and amendments forty-nine (49) years from the date of first recording, or any subsequent recordings, to insure its continued applicability under the Marketable Title for Real Property Act found in IC 32-20.

15. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

To Grantee:

To Third Party Beneficiary:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, IL 60604

To Third Party Beneficiary:

Indiana Department of Environmental Management
Office of Land Quality
100 N. Senate Avenue
Mail Code – 66-31 IGCN 1101
Indianapolis, IN 46204-2251

16. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Indiana.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are assignable, subject to the notice provisions hereof.

h) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Environmental Protection Easement and Declaration of Restrictive Covenant to be signed in its name.

Executed this _____ day of _____, 20__.

NAME OF GRANTOR

By: _____

STATE OF INDIANA

) ss

COUNTY OF MONROE

On this __ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.

Notary Public in and for the
State of _____

My Commission Expires: _____.

This Environmental Protection Easement and Declaration of Restrictive Covenant is accepted this _____ day of _____, 20__.

NAME OF GRANTEE

By: _____

Attachments:	Exhibit A	-	legal description of the Property
	Exhibit B	-	Remedial Actions to be completed
	Exhibit C	-	map of Property depicting the different areas of restrictions
	Exhibit D	-	legal description of the remedy components on the Property
	Exhibit E	-	legal description of the areas of restricted uses
	Exhibit F	-	list of recorded encumbrances